

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UI	UNIT PRICE	AMOUNT
0001	Employee Relations/Labor Relations Contractor will perform the following tasks: Provide advice and assistance on a timely basis in the areas of ER/LR Provide extensive research in decisions/cases in both ER/LR Provide briefs on both ER/LR issues / topics Provide advice and counseling to an operating personnel office Provide advice and guidance on bargaining and contract negotiations issues/procedures Provide immediate research capability, available on request in order to provide immediate response to issues Provide management/employee training on ER/LR issues	500	HR	_____.	_____.

END OF SECTION B

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation, and a written solicitation will not be issued. The solicitation number is FE-9-AR-0006 and this solicitation is issued as a Request For Proposal (RFP). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 97-13. This requirement is set aside for a Small business. The standard industrial classification code is 8742 and small business size standard is \$5.0. It is the intent of this solicitation to result in a fixed price requirements type service contract for a period of twelve months. Quantities are estimates, the government is not obligated to purchase any CLIN under this contract. CLIN0001. Employee Relations/Labor Relations contractor will perform the following tasks: Provide advice and assistance on a timely basis in the area of ER/LR, Provide extensive research in decisions/cases in LR/ER, Provide briefs on both ER/LR issues / topics, Provide advice and counseling to an operating personnel office, Provide advice and guidance on bargaining and contract negotiations issues/procedures, Provide immediate research capability, available on request in order to provide immediate response to issues, Provide management / employee training on ER/LR issues. Provision at FAR 52.212-1, Instructions to Offerors-Commercial, applies to this acquisition. Offerors are to include a completed copy of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items, with their proposal. Clause 52.216-21 Requirements applies to this contract. Clause at 52-212-4, Contract Terms and Conditions apply. Clause 52.212-5, Contract Terms and Conditions Required to Implement Statutes Or Executive Orders-Commercial Items, applies. FAR 52.216-19 Order Limitations, applies with the minimum order limitations per delivery order of four (4) hours and a maximum limitation of forty(40) hours . The contractor will not be obligated to honor a series of orders, from the same ordering office, within a 10 day period that together call for quantities exceeding the maximum order limitations of that item. However, the contractor shall honor orders exceeding the maximum order limitations unless the order, or orders, is returned to the ordering office within 3 calendar days after issuance with a written statement expressing the contractor's intent not to ship and the reason. In accordance with FAR 52.216-18 Ordering, orders may be issued under the resulting contract from the date of award through one years thereafter. FAR 52.232-33 Mandatory Information For Electronic Funds Transfer Payment applies(ACH Forms). Vendors shall submit signed and dated proposals to Federal Election Commission 999 E. Street NW Washington, DC 20643, ATTN: Bid Custodian. Proposals may be submitted on the SF33 or letterhead stationery. Proposal and certifications may also be sent by facsimile at (202) 219-3880 to the attention of Patrick R. Mealy, Contracting Officer. The date and time for receipt of proposals is September 14, 1999 at 12:00 PM Eastern Standard time. Proposal must indicate solicitation No. FE-9-AR-0006, time specified for receipt of bids, name address and telephone number of offeror, technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation, terms of any expressed warranty, price and any discount terms, remit to address a completed copy of representations and certifications at FAR 52.212-3, acknowledgment of all amendments, if proposal is not submitted on Form SF33, a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. All offers that fail to furnish required representations and certifications or information or reject the terms and conditions of the solicitation may be excluded from consideration, offeror must hold prices firm in its offer for 60 calendar days from the date specified for receipt of quotes, unless another time period is specified. Proposals or modifications to proposals received at the address specified for the receipt of proposals after the exact time specified may not be considered. Questions regarding requirement may be addressed in writing to Patrick R. Mealy. (SEE NOTE 9). All forms necessary to submit a proposal as well as all clauses and provisions referenced in this announcement may be accessed at the following web site: <http://www.gsa.gov/far/curent>. This cbd/synopsis is also available on web site: <http://www.fec.gov>.

Anticipated Period of Performance

Period of Performance shall be 12 months from issuance of initial Task Order.

Due date of orders shall be more definitive at issuance of Task Order in accordance with Section B.

Performance under this contract shall be initiated through issuance of Task Orders.

TASK ORDERS

Task orders shall be issued via fax machine with original to follow via mail- Orders shall be issued by authorized persons only.

Place of Delivery

Federal Election Commission
999 E. Street NW
Washington, DC 20463

Notice To Government Of Delays

In event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or completion date or whenever the contractor has knowledge that any actual or potential situation is delaying, or threatens to delay the timely performance of this contract, the contractor shall immediately notify the Contracting Officer and Contracting Officers Technical Representative (COTR) in writing, giving pertinent details; provided, however, that this provision shall not be construed as a waiver by the government of any delivery schedule or date, or remedies provided by LAW or under this contract.

BUSINESS MANAGEMENT QUESTIONNAIRE

Provide the following information pertaining to the last three contracts performed by your firm which are similar to the requirements of this solicitation. If you have not performed three government contracts, you may include commercial contracts.

(A)(1) Customer name and address:

Name of cognizant Contracting Officer
Telephone Number
Type of Contract
Contract Number
Contract Status(active or complete)
Percent of Staff devoted to contract
Percent of facility devoted to contract

(B)(1) Customer name and address:

Name of cognizant Contracting Officer
Telephone Number
Type of Contract
Contract Number
Contract Status(active or complete)
Percent of Staff devoted to contract
Percent of facility devoted to contract

(C)(1) Customer name and address:

Name of cognizant Contracting Officer
Telephone Number
Type of Contract
Contract Number
Contract Status(active or complete)
Percent of Staff devoted to contract

Percent of facility devoted to contract

1. 52.252-1

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

**7504

**7504

(End of provision)

2. 52.212-1

INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUNE 1999)

(Reference 12.301)

3. 52.212-3

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUNE 1999)

(Reference 12.301)

4. 52.212-5

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 1999)

(Reference 12.301)

5. 52.213-2

INVOICES (APR 1984)

(Reference 13.302-5)

6. 52.214-34

SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

(Reference 14.201-6)

7. 52.214-35

SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

(Reference 14.201-6)

8. 52.219-6

NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(Reference 19.508)

9. 52.222-20

WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

(Reference 22.610)

10. 52.222-21

PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Reference 22.810)

11. 52.222-23

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT

- OPPORTUNITY FOR CONSTRUCTION (FEB 1999)
(Reference 22.810)
12. 52.222-26
EQUAL OPPORTUNITY (FEB 1999)
(Reference 22.810)
13. 52.222-35
AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
(APR 1998)
(Reference 22.1308)
14. 52.222-36
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(Reference 22.1408)
15. 52.222-37
EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
(JAN 1999)
(Reference 22.1308)
16. 52.222-41
SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
(Reference 22.1006)
17. 52.223-3
HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)
(Reference 23.303)
18. 52.223-6
DRUG-FREE WORKPLACE (JAN 1997)
(Reference 23.505)
19. 52.225-3
BUY AMERICAN ACT--SUPPLIES (JAN 1994)
(Reference 25.109)
20. 52.225-9
BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM
(JAN 1996)
(Reference 25.408)
21. 52.225-11
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)
(Reference 25.702)
22. 52.225-21
BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION
ACT--BALANCE OF PAYMENTS PROGRAM (JAN 1997)
(Reference 25.408)
23. 52.227-1
AUTHORIZATION AND CONSENT (JUL 1995)
(Reference 27.201-2)
24. 52.232-1
PAYMENTS (APR 1984)

- (Reference 32.111)
25. 52.232-8
DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
(Reference 32.111)
26. 52.232-11
EXTRAS (APR 1984)
(Reference 32.111)
27. 52.232-18
AVAILABILITY OF FUNDS (APR 1984)
(Reference 32.705-1)
28. 52.232-23
ASSIGNMENT OF CLAIMS (JAN 1986)
(Reference 32.806)
29. 52.232-25
PROMPT PAYMENT (JUN 1997)
(Reference 32.908)
30. 52.232-34
PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR
REGISTRATION (MAY 1999)
(Reference 32.1110)
31. 52.233-1
DISPUTES (DEC 1998)
(Reference 33.215)
32. 52.233-3
PROTEST AFTER AWARD (AUG 1996)
(Reference 33.106)
33. 52.242-12
REPORT OF SHIPMENT (REPSHIP) (JUL 1995)
(Reference 42.1406-2)
34. 52.242-13
BANKRUPTCY (JUL 1995)
(Reference 42.903)
35. 52.242-15
STOP-WORK ORDER (AUG 1989)
(Reference 42.1305)
36. 52.243-1
CHANGES--FIXED-PRICE (AUG 1987)
(Reference 43.205)
37. 52.246-23
LIMITATION OF LIABILITY (FEB 1997)
(Reference 46.805)
38. 52.249-1
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)

(APR 1984)
(Reference 49.502)

39. 52.249-8
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
(Reference 49.504)

40. 52.253-1
COMPUTER GENERATED FORMS (JAN 1991)
(Reference 53-111)

41. 52.204-3
TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(e) Common Parent.
/_/ Offeror is not owned or controlled by a common parent as defined
in paragraph (a) of this provision.
/_/ Name and TIN of common parent:
Name _____
TIN _____
(End of provision)

42. 52.204-6

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

43. 52.212-2

EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Past Performance, Price, and Technical

Technical and past performance, when combined, are equal to price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an

offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

44. 52.212-4

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

+ (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by

law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

45. 52.216-1

TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price Service contract resulting from this solicitation.

(End of provision)

46. 52.216-18

ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through one year thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized

in the Schedule.

(End of clause)

47. 52.216-19

ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than four(4) hours the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of Fourty(40) hours

(2) Any order for a combination of items in excess of Fourty (40) hours or

(3) A series of orders from the same ordering office within ten (10) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within

three(3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

48. 52.216-21

REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this

contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days after expiration of contract.

(End of clause)

49. 52.219-1

SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8742.

(2) The small business size standard is \$5.0.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it /_ / is, /_ / is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it /_ / is, /_ / is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it /_ / is, /_ / is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program

eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

50. 52.222-22

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It /_/ has, /_/ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It /_/ has, /_/ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

51. 52.222-25

AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it /_/ has developed and has on file, /_/ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it /_/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52. 52.223-11

OZONE-DEPLETING SUBSTANCES (JUN 1996)

(a) Definition. "Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable)
_____*_____, a substance(s) which harm(s) public health and
environment by destroying ozone in the upper atmosphere."

*The Contractor shall insert the name of the substance(s).

(End of clause)

53. 52.225-1

BUY AMERICAN CERTIFICATE (DEC 1989)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled

"Buy American Act--Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

Offerors may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act.

(End of provision)

54. 52.225-8

BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (JAN 1994)

(a) The offeror hereby certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements --Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(b) Excluded End Products:

LINE ITEM NUMBER	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(c) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(1) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program:"

(Insert line item numbers)

(2) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the

clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation.

(End of provision)

55. 52.225-20

BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION
ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 1997)

(a) The offeror certifies that each end product being offered, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(b) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(c) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products.

The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(End of provision)

56. 52.252-3

ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

none.

(End of provision)

57. 52.252-4

ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

none.

(End of clause)

58. 52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any FEC Acquisitions Regulations (48 CFR CH 28) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

59. FEC.001

CONTRACTING OFFICERS TECHNICAL REP.

SECTION G

CONTRACT ADMINISTRATION DATA

G.1.CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JAN 1985)

(a) William Flemming, Director of Personnel

is hereby designated to act as Contracting Officer's Technical Representative (COTR) under this Contract.

(b) The COTR is responsible for: Receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment prior to forwarding the original invoice to the payment office and a confirmed copy to the Contracting Officer.

(c) The COTR does not have the authority to alter the contractor's obligations under the contract, direct changes that fall within the purview of the General Provisions clause entitled "Changes," and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement.

If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes in writing and signed.

ADMINISTERED BY: This contract will be administered by: Patrick R. Mealy, Contract Specialist, 202.694.1240 Fax 202.219.3880

Written communications shall make reference to the contract number and shall be mailed to: Federal Election Commission 999 E Street NW Washington, DC 20463. Attn. Patrick R. Mealy Contract Specialist
ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED: Offeror shall indicate below the complete mailing address (including the nine digit Zip

Code) to which remittance should be mailed if such address is other than that shown in Block 15A, Page 1 (Standard Form 33), they shall enter it below:

(a) Payee Name (Contractor): _____

(b) Check Remittance Address:

Any questions or problems regarding payment should be directed to the Administrative Division: Federal Election Commission 999 E. Street NW Washington, DC 20463. 202.694.1240.

(End of Section)